



Tamil Nadu Industrial Development Corporation Limited (TIDCO)

**SELECTION OF CONSULTANT FOR
PREPARATION OF REGIONAL DEVELOPMENT PLAN FOR
KRISHNAGIRI DISTRICT**

REQUEST FOR PROPOSAL

Tender Ref no: TIDCO/ REGIONAL PLAN/KRISHNAGIRI/2024-25

October, 2024

**Managing Director
Tamil Nadu Industrial Development Corporation Limited 19-A,
Rukmini Lakshmi pathi Salai Egmore, Chennai -600 008
Phone: 044-2858 9118; Fax: 044-2855 3729**

Disclaimer

Information contained in this Request for Proposal ("RFP") document and/or subsequently provided to Bidders, whether verbally and/or in documentary form by or on behalf of Tamil Nadu Industrial Development Corporation Ltd. (TIDCO) or any of its employees or advisors (collectively referred to as "TIDCO Representatives"), is provided to the Bidders on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by TIDCO to any other party. The purpose of this RFP document is to provide interested parties with information to enable formulation of their proposal.

This RFP document does not purport to contain all the information each Bidder may require. The Bidders should conduct their own due diligence, investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. TIDCO Representatives make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document and concerned with any matter deemed to form part of the RFP document, award of the assignment, the information and any other information supplied by or on behalf of TIDCO or otherwise arising in anyway from selection process. The prospective Bidder will be responsible for all obligations to its staff, their payments, complying with the labour laws, minimum wages Act and any other Act relevant for the working of the Bidder's staff. Under no circumstances, TIDCO will be responsible for any non-compliance with statutory requirements of the bidder's staff.

TIDCO may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document from time-to-time, after intimating the same to the Bidders. TIDCO reserves the right to accept or reject any or all proposals without giving any reasons. Bidding process shall be governed by Laws of India and Courts at the State of Tamil Nadu will have jurisdiction over matter concerning and arising out of this RFP document.

E-TENDERING–INSTRUCTIONS TO BIDDERS FOR ONLINE SUBMISSION:

1. The tender document is available on the website <https://tidco.com>, and <https://tntenders.gov.in>.
2. The Bidding Document can be downloaded free of cost by logging on to the website <https://tntenders.gov.in>. The bids are to be submitted online through the same e-procurement portal only. Bids submitted manually will not be accepted.
3. The bidders are requested to digitally sign the Bid Document and convert them to pdf format.
4. Bidders are requested to use the Digital Signature (e-token) for Registration for submission through the website <https://tntenders.gov.in>.
5. The Scanned copies of the required list of documents are to be uploaded by the bidder at the time of submission of bids through the website by converting the documents to pdf form
6. The Digital Signature Certificate / e-token may be obtained by the bidders individually at the risk and cost of the bidder.

SECTION 1
LETTER OF INVITATION

.2024

Sir,

Sub: RFP for Selection of Consultant for Preparation of Regional Development Plan for Krishnagiri District to Promote Industrial Development

Tamil Nadu Industrial Development Corporation Limited (TIDCO), a Government of Tamil Nadu enterprises intend to select a consultant to undertake an overall assessment of the Krishnagiri district and to prepare a Regional Development Plan which will have a strategic framework to promote industrial development.

In this context, TIDCO invites proposals from interested consultants to undertake the above said consultancy work.

Interested consultants can download the Request For Proposal (RFP) from the website www.tidco.com // www.tntenders.gov.in and to submit the bids duly completed as per this RFP on or before 3.00PM on 22.11.2024, through www.tntenders.gov.in.

Thanking You,

Yours faithfully, Managing Director
Tamilnadu Industrial Development Corporation Limited
19A, Rukmini Lakshmipathi Salai,
Egmore, Chennai-600 008

SECTION 2. DATA SHEET

Name of the Assignment:

Request for Proposal for Selection of Consultant for Preparation of Regional Development Plan for Krishnagiri District to Promote Industrial Development (the "Assignment")

- 3.1.1 The name, address and telephone numbers of TIDCO's official is R. Bhuvaneshwari, General Manager, Tamilnadu Industrial Development Corporation Limited, 19- A, Rukmini Lakshmi Pathi Salai, Egmore, Chennai – 600 008; Phone: 044- 2855 4029; Fax: 044-2855 3729; E-mail: bhuvaneshwari@tidco.com
- 3.1.2 Clarifications requested will be given during the Pre-Bid meeting and / or will be uploaded in <https://tntenders.gov.in> / <https://tidco.com> portal. The timetable for the Bidding process is given below:

| Milestone | Date |
|---|---|
| Issue of Advertisement | 26.10.2024 |
| Last date for receipt of request for clarifications to be given at the pre bid meeting. | 06.11.2024 The queries should be sent by email to the following email address: cmd@tidco.com, bhuvaneshwari@tidco.com, the queries should be sent in Microsoft word or MS Excel format only |
| Pre-Bid meeting | 3:00 PM on 08.11.2024 at the office of TIDCO, Chennai, 600008/Virtual Bidders who wish to attend the pre bid meeting online are requested to send an email for the meeting link |
| Last date for submission of bid (online) | 3:00 PM on 22.11.2024 |
| Technical bid Opening Date | 4.00 PM on 22.11.2024 |

- 3.1.3 Proposals should be submitted in English language
- 3.1.4 Proposals must remain valid for **180 days** after the submission date
- 3.1.5 Proposal must be uploaded through <https://tntenders.gov.in> on or before 22.11.2024 at 3:00 PM.

SECTION 3.
INSTRUCTIONS TO BIDDERS

1. GENERAL

- 1.1 The bidders are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet for the consulting services required for the assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and for signing of a contract with the selected firms
- 1.2 TIDCO will select a bidder to undertake an overall assessment of the Krishnagiri district and to prepare a Regional Development Plan which will have a strategic framework to promote industrial development among those whose proposals are accepted, in accordance with the evaluation methodology indicated in the Request for Proposal (RFP).
- 1.3 The bidders must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the project and on the local conditions, bidders may visit project site before submitting a Proposal. The bidders may contact the official named in the Data Sheet to obtain any relevant / additional information on the project.
- 1.4 Please note that the costs of preparing the proposal including a visit to the site are not reimbursable by TIDCO.
- 1.5 TIDCO reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for TIDCO's action.
- 1.6 TIDCO also reserves the right to terminate the contract on the grounds of negligence of obligations as per the accepted bid conditions and/or any other reasons not attributable to TIDCO and/or on account of any Force Majeure events that may be decided solely at the discretion of TIDCO
- 1.7 A Bid Security (EMD) for an amount of Rs. 2,00,000/- (Rupees Two Lakh only) shall be paid by the Bidders only through online payment mode. The EMD amount should be the exact amount and no excess or less amount should be transferred through online payment gateway. If excess or short, the tender status will be shown as invalid weeks after completion of the selection process.
 - i. Bid Security shall be paid via (tntenders.gov.in) only.
 - ii. Bank Guarantee/DD will not be accepted towards Earnest Money Deposit.
 - iii. EMD exemptions applicable to MSMEs, along with supporting documents for proof.
 - iv. Any Bid not accompanied by the Bid Security, but accompanied

by an Exemption for paying Bid security (MSME or other applicable exemptions along with proofs) shall be verified before declaring as a responsive bidder.

- v. The bank transaction details shall be submitted along with the proposal i.e. Technical Bid. Bids which are not accompanied with the scanned copy of bank transaction details of Bid Security will be rejected as Non-Responsive Tender
- vi. Bid Security of the unsuccessful bidders shall be refunded through e-procurement portal.
- vii. The Bid Security of the successful tenderer will be refunded after the tenderer has furnished the required security deposit and signed the agreement.
- viii. If the tenderer withdraws their bid after issue of work order or after acceptance of work order or failure to execute the contract agreement or fails to pay the required Security Deposit amount within the time specified in the work order, the Bid Security submitted with the Technical Bid will be forfeited.
- ix. The Authority shall not be liable to pay any interest on the Bid Security and the same shall be interest free.
- x. TIDCO is entitled to cause forfeiture of the Bid Security if the Bidder revokes / withdraws the Bid during the period of its validity and / or fails to comply with the conditions of the Letter of Award.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

- 2.1 Consultants may request a clarification on any item of the RFP document up to the date indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by post or electronic mail (e-mail) to the TIDCO's address indicated in the Data Sheet. TIDCO will upload the response on the <https://tntenders.gov.in> & <https://tidco.com> website.
- 2.2 At any time before the submission of Proposals, the TIDCO may, for any reason, whether at its own initiative or in response to a clarification requested by any firm, modify the RFP documents by issuing an Addendum/ Corrigendum. Addenda/ Corrigenda shall be shall be uploaded on <https://tntenders.gov.in> & <https://tidco.com> website. TIDCO may at its discretion extend the deadline for the submission of Proposals by issuing an Addenda/ Corrigenda.

3. PREPARATION OF PROPOSAL

- 3.1 Consultants are requested to submit a Proposal written in the English language.

TECHNICAL PROPOSAL

- 3.2 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, consultants must give particular attention to the following:
- i Proposed Project Core Team members must have the minimum years of experience and qualifications indicated in section 5 of RFP.
 - ii 50% of the project team composition/ Key staff should be on the permanent employees of the Sole firm or the firms constituting the Consortium. The Team Leader must be from the Lead Member of the Consortium.
 - iii The consultant, for participation in the selection process, may be a single entity or a group of entities (a "Consortium" where the number of members in a consortium shall not exceed 2 (two), coming together to execute the assignment
 - iv The team leader shall be stationed in Chennai till the completion of this consultancy assignment. The team listed in the proposal shall be the same for the entire assignment period. The team shall be available in Chennai to meet any needs and for all meetings
 - v Consultant to have office in Chennai.
 - vi Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
 - vii Consultant is to ensure that the time allocated for the proposed key staff does not conflict with the time allocated or proposed for any other assignment. TIDCO reserves the right to request a workload projection (including time spent on other projects/TIDCO's) for the key staff.
 - viii The composition of the proposed Team and Task Assignment to individual personnel shall be clearly stated.
 - ix No such key personnel shall be proposed for any position if the CV of the personnel does not meet the requirements of the ToR.
 - x The key personnel shall remain available for the period as indicated in the RFP.
 - xi Each CV needs to have been recently signed by the key personnel and/or countersigned by the Authorised Signatory of the Bidder. At the time of submission of bid proposal, the scanned copies of the signature of key personnel will be allowed but at the time of signing of contract, the original

signature will be required. However, in both the cases, original counter signature of Authorised Signatory shall be required in original.

- xii Client's certifications or contract copy for the projects listed under the experience section must contain the project attributes (size, fee, duration etc.) and the scope of work on the projects.
- 3.4 Bidders should note that the Proposal Submission Date, as specified in Data Sheet, for submission of Proposals. Except as specifically provided in this RFP, no supplementary material will be entertained by TIDCO, and that evaluation will be carried out only on the basis of Documents received by the closing time of Proposal Submission Date as specified in Data Sheet. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected. For the avoidance of doubt, TIDCO reserves the right to seek clarifications on any aspects.
- 3.5 The Technical Proposal should provide the following information using the attached Standard Forms:
- i A brief description of the consultant's organization
 - ii Recent assignments of similar nature, the outline indicating inter alia, the profiles and names of the staff provided, duration of the assignment, contract amount, and firm's involvement.
 - iii Detailed Approach and Methodology and Activity Schedule for undertaking the current Assignment.
 - iv List of the proposed staff team by specialty, the tasks that would be assigned to each staff team member.
 - v CVs signed by the proposed key professional staff and the Authorised Signatory of the Bidder submitting the proposal.
- 3.6 The Technical Proposal shall not include any financial information.

FINANCIAL PROPOSAL (PRICE BID)

- 3.7 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial proposal shall be in the BOQ format given in <https://tntenders.gov.in> portal.
- 3.8 The Financial Proposal should be a lump sum amount inclusive of all the costs and applicable taxes associated with the Assignment for the scope of work mentioned in the RFP. Consultants shall express the price of their services in Indian Rupees. Exchange rate risk, if any, shall be borne by the Consultant.

- 3.9 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the professional staff proposed for the assignment. TIDCO will make its best effort to complete negotiations within this period. If TIDCO wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extend the validity of their proposals

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 4.1 The Bid should submit through <https://tntenders.gov.in> only
- 4.2 Tenders should be submitted in two parts: Technical bid and Price bid
- 4.3 Tenderers should ensure submission of all documents along technical and Price bid as per the RFP.
- 4.4 The Technical Bid together with the bank transaction details for payment of Bid Security shall be submitted.
- 4.5 The price bid should be prepared as per the Price bid Format.
- 4.6 Proposals must be submitted on or before 22.11.2024 at 3.00 P.M through <https://tntenders.gov.in>.
- 4.7 The Price should be quoted in the Price bid only, in case found in technical bid the tender will be rejected.
- 4.8 Evaluators of Technical bids shall have no access to the Price bid until the technical evaluation, including its approval by Competent Authority is obtained.
- 4.9 Prior to evaluation of Proposals, TIDCO will determine whether each proposal is responsive to the requirements of the tender document at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive here under
- 4.10 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Eligibility Criteria.
- 4.11 TIDCO reserves all rights to accept or reject any proposal without assigning any reason. The Technical Proposal and Financial Proposal shall be prepared in requisite format (pdf,excel). It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals. An authorized representative of the firm initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.12 From the time the Proposals are opened to till the Contract is

awarded, if any bidder wishes to contact TIDCO on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence TIDCO in TIDCO's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

- 4.13 Prior to evaluation of Proposals, TIDCO will determine whether each Proposal is responsive to the requirements of the RFP at each evaluation stage. TIDCO may, at its sole discretion, reject any Proposal that is not responsive hereunder.
- 4.14 The consultant would be selected based on the Quality and Cost Based Selection (QCBS) method with 80% weightage to Technical Proposal and 20% weightage to Financial Proposal.
- 4.15 As part of the evaluation, the technical proposal submission shall be checked to evaluate whether the Bidder meets the prescribed Minimum Qualification Criteria listed in the RFP. Subsequently the Technical Proposal of the Bidders, who meet the Minimum Qualification Criteria, shall be checked for responsiveness in accordance with the requirements of the RFP and only those Technical Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.16 TIDCO reserves the right to reject any Proposal which is non- responsive and no request for alteration, modification, substitution or withdrawal will be entertained by TIDCO in respect of such Proposals. However, TIDCO reserves the right to seek clarifications or additional information from the Bidder during the evaluation process. TIDCO will subsequently examine and evaluate Proposals in accordance with the Selection Process detailed out in the RFP.

5. TECHNICAL PROPOSAL

- 5.1 The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and point system specified in the RFP. Each responsive proposal will be given a mark (T). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score.
- 5.2 In this stage, Technical Proposal will be evaluated on the basis of consultant's experience, proposed approach and methodology and Work Plan, and the experience of Key Persons. Only those consultants whose Technical Proposals score 70 marks or more out of 100 shall qualify for further consideration. The bidder who secures highest marks (T_H) shall be given a technical score of 100. The technical scores of other bidders shall be computed as follows:

Technical score of the bidder $ST = 100 \times (T / T_H)$

T= Marks secured by the respective Bidder T_H = Highest Marks secured.

SHORT LISTING OF CONSULTANTS

- 5.3 Consultants who meet minimum eligibility criteria and scoring 70 or more marks in technical evaluation shall be qualified and short-listed for financial evaluation in the next stage.
- 5.4 TIDCO shall simultaneously notify the consultants that have secured the minimum qualifying mark or more, indicating the date and time set for opening the Financial Proposals through <https://tntenders.gov.in> portal.

6. OPENING OF BIDS:

- 6.1 Technical Parts of all Bids received online by the due date and time will be opened online at TIDCO Office in the presence of TIDCO Tender Committee members, Bidder's designated representatives and anyone who chooses to attend, and this can also be viewed by the Bidders online.
- 6.2 The Financial Parts of the Bids shall remain unopened in the e- Procurement System, until the subsequent public opening, following the evaluation of the Technical Bids.
- 6.3 The Bidders' names, the presence of Bid security, and such other details as the Committee members may consider appropriate, will be recorded as Technical Part Bid opening summary.
- 6.4 The Technical Part Bid opening summary will be uploaded on the eProcurement Portal.
- 6.5 Only Technical Bids that are opened at Bid opening shall be considered further for evaluation.
- 6.6 In the event of the specified date of bid opening being declared a holiday, the bids will be opened at the appointed time and location on the next working day.
- 6.7 Information relating to evaluation of bids and recommendations for the award of contract shall not be disclosed to Bidders or any other persons not officially concerned with the process until the award to the successful Bidder is announced
- 6.8 The evaluation committee appointed by TIDCO as a whole, and each of its members individually shall evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub- criteria and other relevant eligibility if any specified in the RFP.

7. EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS; RANKING

- 7.1 Evaluation of Technical Bid with respect to Pre- qualification criteria shall be taken up.
- 7.2 TIDCO tender committee will determine whether each Bid (a) has been properly signed; (b) meets the qualification criteria defined and (c) is substantially responsive to the requirements of the bidding documents.
- 7.3 After completion of Evaluation of Technical Bid and a list will be drawn up of the qualified bidders whose Price bids will be eligible for opening. The result of evaluation of the Technical Bids shall be made public on e-Procurement Portal.
- 7.4 Following the results of evaluation of the Technical Bid being made public, the Price bid of the technically qualified bidder as per the evaluation criteria stipulated in the RFP will be opened online.
- 7.5 The e-Procurement System automatically calculates and inserts the total Bid Price in the BOQ Schedule on the basis of quantities provided in the BOQ Schedule. The System also automatically populates the amount in words from the amount in figures. Therefore, there is no scope of discrepancy and need for arithmetic correction.
- 7.6 TIDCO shall compare the evaluated costs of all substantially responsive Bids established in accordance with tender conditions to determine the Bid that has the lowest evaluated price.
- 7.7 Each Financial Proposal will be assigned a financial score (F). The evaluation committee will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The Financial Proposal with lowest cost (F_L) will be given a financial score (S_F) of 100. The Financial Scores of other proposal will be computed as follows:
Financial score of the bidder $SF = 100 \times (F_L / F)$
(F = Amount of Financial Proposal)

8. VALUATION METHODOLOGY AND RANKING

- 8.1 Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:
Combined score $S = S_T \times TW + SF \times FW$
Where S is the combined score, and TW and FW are weights assigned to Technical and Financial Proposals that shall be 0.80 and 0.20 respectively.
- 8.2 A bidder having the highest Combined Score (S) shall be declared as first ranked Bidder.

9. NEGOTIATIONS

- 9.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract. Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. TIDCO and firm will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract.
- 9.2 Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, TIDCO expects to negotiate a contract on the basis of the availability of experts named in the Proposal. Before contract negotiations, TIDCO will require assurances that the experts will be actually available. TIDCO will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified.
- 9.3 The negotiations will conclude with a draft form of the contract. To complete negotiations, TIDCO and the firm will initial the agreed contract. In case the authority feels that the rate quoted by the Rank 1 bidder is higher than the prevailing market rates, negotiations on the price could be carried out with the bidder.

10. AWARD OF CONTRACT

- 10.1 A Letter of Award (LOA) will be issued after completion of successful negotiation with the Bidder.
- 10.2 A Letter of Award (the "LoA") will be issued, in duplicate, by TIDCO to the Successful Bidder and the Successful Bidder shall acknowledge the same, within 5 (Five) days of the receipt of the LoA, sign and return the duplicate copy of the LoA in acknowledgement thereof. In the event the duplicate copy of the LoA duly signed by the Successful Bidder is not received within the stipulated date, TIDCO may, unless it consents to extension of time for submission thereof, forfeit the Bid Security of such Bidder.
- 10.3 **Performance Security:** Performance Security equivalent to 3 (Three) percent of the total cost of Financial Proposal plus GST shall

be furnished from a Nationalized/ Scheduled Bank, at the time of signing of the contract, in form of a Bank Guarantee in the format specified. The Performance Security will be retained by TIDCO until the completion of the Assignment by the Consultant and will be released after 120 (One Hundred Twenty) days upon confirmation of successful completion of the Assignment.

- 10.4 **Execution of Contract:** After acknowledgement of the LoA, as aforesaid by the Successful Bidder, it shall execute the Contract within 20 (twenty) days from the date of letter of award. The Successful Bidder shall not be entitled to seek any deviation in the Contract. Reports shall be furnished periodically as required in the Milestone Payments specified in the RFP.
- 10.5 **Commencement of Assignment:** The Consultant shall commence the Services immediately after signing of Agreement. Failing to do adhere to the above all timelines, the Client reserves the right to cancel the consultancy work and the Bid Security and/ or the Performance Security, shall be liable to be forfeited by TIDCO.

11. CONFIDENTIALITY

- 11.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning firm has been notified that it has been awarded the contract.

12. FRAUD AND CORRUPT PRACTICES

- 12.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, TIDCO will reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, TIDCO will, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security.
- 12.2 Without prejudice to the rights of TIDCO under the Clause herein- above, the rights and remedies which the TIDCO may have under the LOA or the Agreement, if a Bidder or Consultant, as the case may be, is found by TIDCO to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during

the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Bidder or Consultant shall not be eligible to participate in any tender or RFP issued by TIDCO during a period of 2 (two) years from the date such Bidder or Consultant, as the case may be, is found by TIDCO to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

12.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- i. "corrupt practice" means (i) offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of TIDCO who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of TIDCO, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of TIDCO in relation to any matter concerning the Project;
- ii. "fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- iii. "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
- iv. "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by TIDCO with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
(ii) having a Conflict of Interest; and
- v. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

13. PRE-BID MEETING

Pre-bid Meeting of the Bidders will be convened at the date, time and place indicated in the data sheet. A maximum of two representatives of each firm interested to bid will be allowed to participate on production of an authorisation letter from the respective Firms. During the course of pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of TIDCO. TIDCO will endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive selection process.

14. FORCE MAJEURE

- 14.1 If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

15. MISCELLANEOUS

- 15.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chennai shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 15.2 TIDCO, at its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- i Suspend and/or cancel the Selection Process and/or amend

- and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- ii Consult with any Bidder in order to receive clarification or further information;
 - iii Retain any information and/or evidence submitted to TIDCO by, on behalf of and/or in relation to any Bidder; and/or
 - iv Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- 15.3 All documents and other information provided by TIDCO or submitted by a Bidder to TIDCO shall remain or become the property of TIDCO. Bidders are to treat all information as strictly confidential. TIDCO will not return any Proposal, or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to TIDCO in relation to the consultancy shall be the property of TIDCO.
- 15.4 TIDCO reserves the right to make inquiries with any of the Clients mentioned by the Bidders in their previous experience record.
- 15.5 Consultants should make necessary presentations for TIDCO and Govt. of Tamil Nadu as and when required by TIDCO.

16. ARBITRATION

- (a) In case of any dispute in the tender, including interpretation if any on the clauses of the tender or the agreement to be executed, the matter shall be referred to an Arbitrator mutually appointed by both the Parties. The remuneration for the Arbitrator and other expenses shall be shared equally by TIDCO and the Tenderer.
- (b) The Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The venue of the arbitration shall be the City of Chennai only unless otherwise agreed to in writing between the parties.
- (c) The language of the Arbitration shall be English.

17. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfillment of any of the terms and conditions of this Tender/Agreement or any other dispute arising out of the arbitration award will be subject to the jurisdiction of the Courts in the City of Chennai only.

SECTION 4

BACKGROUND TO THE RFP

Preamble

The Government of Tamil Nadu (GoTN) is seeking to select a consultant for the preparation of a regional plan for Krishnagiri district to ensure the region's balanced and sustainable industrial development. Krishnagiri, with its strategic location, proximity to Bengaluru, and rich natural resources, has significant potential for economic growth.

The GoTN aims to develop a comprehensive regional plan through a reputed consultant that aligns with state and national planning frameworks, addressing the unique needs of the district while optimizing land use, promoting industrial development and improving connectivity. The plan is expected to provide clear guidelines for zoning, environmental conservation, resource management, and social infrastructure development, ensuring that growth is inclusive, sustainable, and equitable.

Furthermore, the consultant's expertise will help in identifying priority sectors for development, attracting investments, and fostering balanced urban-rural growth. The regional plan will support Krishnagiri's long-term vision for becoming an economic hub while preserving its environmental and cultural assets.

The consultant to develop the plan professionally with in-depth research, stakeholder consultations, and modern planning methodologies to achieve a comprehensive and actionable plan for the district.

SECTION 5

ELIGIBILITY CRITERIA AND EVALUATION METHODOLOGY

1. MINIMUM QUALIFICATION CRITERIA FOR EVALUATION

- 1.1 To be eligible for the qualification and short-listing, the Bidder shall fulfill the following conditions of eligibility:

| S.No | Minimum Qualification Criteria | Supporting Documents / Remarks |
|------|--|--|
| 1 | <p>Registration/ Incorporation</p> <p>The Bidder (Sole firm/lead member of the consortium) shall be a Company registered under the Companies Act or Partnership firm registered under the Partnership Act of 1932 or registered (converted to) under the Indian Limited Liability Partnership Act, 2008 or a company registered in the jurisdiction of its incorporation under the relevant laws or any foreign company in consortium with an Indian company, as per applicable FDI norms. The legal status shall be demonstrated through a copy of registration certificate issued by registrar of companies/firms</p> <p>Firm shall have an office in Chennai</p> | <p>Copy of Incorporation Certificate issued by the Registrar of Companies</p> <p>Copy of Memorandum and Articles of Association</p> |
| 2 | <p>Financial Eligibility</p> <p>The bidder should have an Average Annual Turnover of Rs.50 Crores through consultancy assignments in the last Five consecutive financial years</p> | <p>Average annual turnover statement duly certified by Chartered Accountant.</p> <p>Annual Report/certified copies of Balance Sheet, Profit & Loss statement</p> |

| | | |
|---|--|--|
| | If the value is in currency other than INR, the same shall be converted to INR as per the exchange rate as on the date of tender notice and the same shall be provided along with the proof of the exchange rate used. | |
| 3 | <p>Experience</p> <p>(i) Experience in one Urban and Regional Planning Project, especially Master Plan Preparation/Development plan Regional/Sub-Regional Plans in GIS format covering a minimum area of 250 sq km in India over the past ten (10) financial years ended 31.03.2024</p> <p>And</p> <p>(ii) Experience in Detailed Master Planning of one Industrial Park spread over a minimum area of 1000 acres in India over the past ten (10) financial years ended 31.03.2024</p> <p><i>Note: Experience in Corridor Development Plans/ Concept Regional Plan/Concept Development projects will not be considered.</i></p> <p>The Bidder shall meet the criteria as a sole firm or JV/Consortium (collectively meet the eligibility criteria).</p> | <p>Work Orders/Contract agreement</p> <p>and</p> <p>Completion certificates issued by Clients (or) Certificate from an Auditor / CA for 100% payment received for claimed projects</p> |
| 4 | The Bidder should not have been blacklisted/ barred by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RFP. | Self-declaration of not being blacklisted / debarred has to be submitted by the bidder |

| | | |
|-------|---|---|
| 5 | Project Core Team | |
| (i) | Team Leader cum Urban and Regional Planner | <ul style="list-style-type: none"> • Master Degree in Urban Planning/ Urban Engineering or equivalent • 15 years of working experience after Master's degree in the fields of Physical Development plan/ Land Pooling/ Regional Development Plan • Shall have worked as Team Leader in at least one Similar Project in India or abroad. • The team leader shall be from the lead member of the consortium. • The team leader shall be stationed in Chennai till the completion of this consultancy assignment. |
| (ii) | Transport Planner | <ul style="list-style-type: none"> • Master's Degree in Transportation Planning or equivalent • 10 years of relevant experience in transport planning assignments in Metropolitan cities/regions of one similar project in India or abroad. |
| (iii) | Infrastructure Expert | <ul style="list-style-type: none"> • Masters in Civil Engineering / Infrastructure Engineering or equivalent • 10 years' work experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects including smart infrastructure applications of one similar project |
| (iv) | Industrial sector expert | <ul style="list-style-type: none"> • Master's degree in any discipline • 10 years of professional experience • Should have worked on at least one project related to one of the relevant industry sectors for Tamil Nadu – auto, textiles, heavy engineering, machinery, electronics etc. |

| | | |
|---------------|--|---|
| (vi) | Architect | <ul style="list-style-type: none"> • Masters degree in Urban Planner & Bachelor of Architecture • 7 years of experience in Urban planning aspects in one similar project |
| (vi) | Finance Expert | <ul style="list-style-type: none"> • Master Degree/MBA in Finance • 7 years of relevant experience in financial analysis, project structuring including PPP aspects, in area development projects/infrastructure development projects in one similar project |
| (vii) | Socio-Economic Development Specialist | <ul style="list-style-type: none"> • Masters degree in Planning / Social sciences/Economics • 7 years of experience in Socio- economic aspects and their implications relating to one similar large-scale development project in India or abroad. |
| (viii) | GIS Expert | <ul style="list-style-type: none"> • Master's Degree in Geo-informatics/GIS/Remote Sensing or equivalent • 7 years of work experience in preparing the base map, developing and managing large and diverse data-bases for one similar project |
| (ix) | Environment Expert | <ul style="list-style-type: none"> • Master's Degree in Environment Engineering/ Environmental Engineering & Management or equivalent. • 7 years of work experience in in preparation of strategic Environment plans, EIA and EMP in one area development projects. |

The Bidder should have a dedicated core team with members as above. Copy of Educational qualification and work experience certificates are to be submitted for proof.

2. TECHNICAL EVALUATION CRITERIA

| | Criteria | Marks |
|----|--|--------------|
| 1. | <p>Experience in number of Urban and Regional Planning Project, especially Master Plan Preparation/Development plan Regional/Sub-Regional Plans in GIS format covering a minimum area of 250 sq km in India in the past ten (10) financial years ended 31.03.2024</p> <p>Qualifying Project – 10 marks (1 project) Additional Projects - Each 05 marks (Maximum of 10 Marks)</p> | 20 |
| 2. | <p>Experience in (ii) Experience in number of Detailed Master Planning of one Industrial Park project spread over a minimum area of 1000 acres in India in the past ten (10) financial years ended 31.03.2024</p> <p>Qualifying Project – 05 marks (1 project) Additional Projects - Each 2.5 marks (Maximum of 05 Marks)</p> | 10 |
| 3. | <p>CVs of key personnel</p> <p>Team Leader Qualifying project – 4 marks (1 project) Additional project – 2 Marks for each project maximum 2 marks (2 projects)</p> <p>Other Key Personnel Qualifying Project - 2 mark (1 Project) Additional project – 1 Marks for each project maximum 1 mark (2 projects)</p> | 40 |
| 4. | <p>Technical Presentation</p> <ul style="list-style-type: none"> -Approach (10 Marks) -Methodology (10 Marks) -Technical Capacity (10 Marks) | 30 |
| | Total | 100 |

Notes

- i The project claimed for additional marks should not be same as the project claimed for fulfilling minimum qualification criteria.
- ii The bidder shall submit their company details, financial details, project experience details in the Standard Forms and this shall be considered for Eligibility as per the Qualification Criteria.
- iii Documentary proof for Project experience such as work order and completion certificates from respective clients clearly indicating the nature/scope of work and actual date of completion for such work should be submitted. The proposals submitted without this documentary proof shall not be evaluated.
- iv The successful bidder should submit the CVs of additional support staff after award of contract.

2.1 The eligible consultants shall be required to submit self-attested copies of the following along with their Proposal:

- i. Documents verifying the claim as per above including the appointment letter/ work order / contract agreement and letter of successful work completion from the Client/CA certificate for proof of 100% payment made by client
- ii. Details of Permanent Account Number (PAN).
- iii. GST Registration Certificate and Receipts of GST payment.
- iv.** Copy of audited annual financial statements including Balance Sheets and Profit & Loss Account statements of the firm for the last five (5) financial years

Note: Eligible firm's proposals will only be considered for technical and financial evaluation. The Financial Proposals of others will not be considered and returned unopened after completing the selection process.

SECTION 6

TERMS OF REFERENCE

Preamble

The primary objective is to undertake an overall assessment of the Krishnagiri district and to prepare a Regional Development Plan which will have a strategic framework to promote industrial development. The Regional Development Plan should be prepared for a horizon of twenty years and should aim to achieve the following:

1. Setting out the macro level industrial development vision and targets for the district and evolving the strategies to achieve the same. These targets should be physically, environmentally and financially sustainable, while the strategies should facilitate balanced regional development that creates economic agglomeration and industrial clustering.
2. The development plan should aim at creating opportunity for greater economic integration and enhanced economic competitiveness.
3. Promotion of industrial development particularly in the manufacturing, services and export-oriented units in the region that would help to attract investments in manufacturing from across the world and in parallel, enhance the competitiveness of local manufacturers to global standards.
4. This region has a huge potential to boost industrial development and to generate employment opportunities through the mechanism of industrial parks. Identification of potential projects in consultation with Industries, Investment Promotion and Commerce department of to be taken up for further studies/implementation.
5. Defining the roles and responsibilities of various stakeholders (including but not limited to TN Government and Government of India)
6. Creation of a phasing strategy for the district development.

Detailed Scope of Services

1. General Overview and Data Collating

- 1.1. Overview of conceptual framework for district development and the project vision, goals, objectives and project development concept.
- 1.2. Collating requisite maps and information. The primary responsibility of data collection and compilation lies with the selected consultant. The client will facilitate the consultant in accessing the requisite information/maps viz.:
 - i. Any available Master plan/development plan of the district
 - ii. Maps / satellite imagery of the district.
 - iii. Available details regarding on-going and proposed industry/ Industrial Parks/Hubs and infrastructure initiatives in the district.
 - iv. Existing strengths and resources of district (viz. mineral resources, key industry sectors); and

- v. Existing / proposed policy initiatives at state / central level for promoting investments, developing industry & infrastructure projects which can be availed for the proposed developments in the district.

2. Profiling of the overall Krishnagiri region

Some of the parameters for analysis are given below (the consultant needs to add relevant factors of its own to strengthen its analysis).

- 2.1. Review and analysis of the physical, demographic and socio-economic characteristics, natural resources, resource requirements, economic sectors, economic development trends, administrative setup in the district.
- 2.2. Broad assessment of the industrial scenario of the district - profiling of the available industrial hubs, types of industrial activities (by National Industrial Classification (NIC) or equivalent), trends in industrial production, raw material sources, production centres and markets and their inter-linkages, manufacturing policies and investment climate.
- 2.3. Review of the urban and rural development patterns and trends in the district – urbanization trends, demographics, inter and intra-regional migration trends, developmental efforts by the Government entities, existing rural and urban linkages, and sectors that could further benefit from potential market linkages, employment scenario, potential for employment generation.
- 2.4. Develop the analysis of the inherent strengths and constraints of the region and future development prospects based on the above and on appropriate scientific methodology.

3. Industrial Development - Market Assessment of Growth Potential

- 3.1. Assessment of the industrial scenario of the region. In addition to the analysis of the existing profile of industrial development (carried out in the earlier section) the consultant should look at issues and prospects of Micro, Small and Medium Enterprises (MSMEs) Large industries, traditional skill sets of the region, skill gaps with respect to modern manufacturing practices, labour / industrial relations.
- 3.2. Critical evaluation and comparative analysis of the investment climate including, inter alia, policy environment for promotion of manufacturing, trade and commerce including exports, thrust sectors, value addition, resource utilisation, infrastructure bottlenecks to identify parameters that can influence the attractiveness of the district in comparison to other competing locations.
- 3.3. Based on the above, come up with recommendations on the critical issues / gaps in procedures and practices that need to be addressed to become a truly world class industrial destination and enhance the competitiveness of local manufacturers to global standards, and other strategies for attracting private investment, particularly into sustainable development. The consultant should

interact with potential anchor investors and multinational companies to assess the future likely investments in the district and adjoining regions and get a sense of their concerns / requirements from the Project; identify the target industries;

- 3.4. Future Growth potential: Based on the competitive strengths, constraints and future prospects of the region, macro level regional development targets like GDP, industrial output, employment and exports for the plan horizon, identification of target /priority industrial sectors/activities that have the potential for attracting major industrial investments;
- 3.5. A Broad assessment of land requirement for industry and associated developments based on appropriate product mix of different industrial sectors. The approach for developing the region shall be on sustainable, compact and smart city development principles, best practices and water availability to minimise the land and water requirements as far as possible;
- 3.6. Identify sunrise sectors and sub sectors for the district to focus on including newly emerging sectors and technologies globally
- 3.7. Identify the prospects for the development of Industrial Parks/Hubs and economic zones in line with modern international requirements in the district, either sector specific or general industry which can lead to significant growth of the domestic economy in the future by attracting large investments.

4. Regional Development Plan for Krishnagiri District

- 4.1. Based on the study of the existing scenario of Krishnagiri District and the market assessment of industrial sectors, prepare a Regional Development Plan for overall Krishnagiri District with regional development approach, to create an enabling environment, achieve envisaged goals and objectives and enable sustainable development of industry.
- 4.2. The regional development plan should identify specific self-sustainable Greenfield and Brownfield infrastructure projects at strategic locations in the district which will boost the industrial development of the district.
- 4.3. Identify key roads that require improvement from an industrial perspective. The road transport infrastructure assessment should include all National and State highways, expressways, city bypasses, other critical roads and Metro connectivity and other transport facilities that connect industrial hubs, mines, ports/jetties, inland waterways, and logistics facilities. For each of these, details such as road length, right of way, lane configuration, major bridges, and section-wise traffic patterns based on historical data should be captured. Conduct limited traffic surveys as necessary
- 4.4. Identify gaps and propose suitable locations for dry ports, multimodal logistics parks, and other infrastructure that can promote exports. This involves determining optimal sites for establishing a hierarchy of logistics infrastructure, including Multi-Modal Integrated Logistics Hubs, Logistics

Parks, Dry Ports, Container Depots, Container/Cargo Handling Units, Cold Storage/Warehousing Zones, and RORO (Roll-on/Roll-off) facilities. The goal is to ensure an efficient logistics system

- 4.5. Identify the projected gaps in the power infrastructure by considering the current installed capacity, estimated energy requirements for future capacity expansion, and planned industrial development initiatives in the district. Propose suitable measures to ensure a quality, reliable, and sustainable power supply through an energy grid supported by diverse fuel sources, including renewable energy. Additionally, identify opportunities for developing captive or group power plants with evacuation systems to serve key investment hubs. The energy requirement and capacity addition estimations should focus on maximizing the use of renewable energy and reducing overall energy consumption
- 4.6. Water and Wastewater Management: Plan and budget regional water resources, considering current water sources and future demands. Identify measures for sustainable supply, including finding new sources, developing integrated management strategies, managing regional networks, augmenting existing supplies, controlling demand, reducing wastage and non-revenue water, and maximizing recycled water use with the latest technology. The consultant should review relevant details and agreements to propose practical, cost-effective solutions.
- 4.7. Solid Waste Management (SWM) : Estimate solid waste generation from various sources, including domestic, commercial, and hazardous waste, along with their components. Indicate the major sources of waste by area and tonnage. Provide details of the final disposal system and prepare a conceptual design for the scientific collection, processing, and disposal of solid waste in the Krishnagiri District area. Additionally, prepare broad cost estimates for the entire solid waste management (SWM) system.
- 4.8. Analysis the existing administrative structure in the district handling the industry-related issues/approvals and suggestion to strengthen the structure by increasing the number of employees and defining specific responsibilities to address new challenges
- 4.9. Other needs of the floating population: health, education, recreational facilities.

5. Evolving Suitable Strategies for development of regional development plan to support the district

- 5.1. The Consultant should evolve suitable strategies as necessary for the regional development plan for the development of district. The strategies should help State Government in formulating government initiatives which can be specifically used for achieving the vision of the Regional Development Plan. It should clearly identify and enumerate various soft/hard interventions which should be adopted.

- 5.3. Comprehensive review of the industrial development schemes available at the state and central government level which can be utilized for the implementation of the various identified infrastructure projects. The analysis should contain a clear road map of the scheme components, eligibility, quantum of funding and the way forward for the State Government in availing the funds from these schemes.

6. Preparation of Phasing Plan for implementation

- 6.1. Suggest a phasing strategy for development of various industrial and infrastructure initiatives identified for region in the Development Plan and prepare Short and Medium-Term Plan for development during the project horizon. The consultant is required to priorities the projects based on the industry demand analysis in the phasing plan.

Other pre-requisites for the Selected Consultant:

1. Presentations and discussions with the client, respective line ministries of Government of India and State Government Agencies to enable requisite approvals from various central/state agencies;
2. Preparation of compiled database for the assignment with the details collected from various primary and secondary sources (viz. Maps / plans / charts / drawings/ satellite imageries, various study reports/publishing, planning documents), summary of various analyses, results / findings and handing over to the client on submission of final reports / completion of the assignment;
3. Consultants must ensure that various plans/ schemes envisaged must be in compliance with notified plans, policy and regulatory framework; and
4. Submitting 5 hard copies and one soft copy in MS Word and PDF format for reports, MS-Excel/Spreadsheet for database/survey findings/analyses, AUTOCAD/PDF format for drawings/plans.
5. Consultants' responsibilities would also include:
 - i. Geo-referencing of satellite imageries;
 - ii. Sensor merging to get the merged product with higher resolution;
 - iii. Thematic Mapping and Quality Control;
 - iv. Preparation and submission of digital maps;
 - v. All the intermediate and process output in both soft and hard copies to be returned to the client in compatible GIS formats;

7. Deliverables and Time Frame

The Assignment is to be completed in 6 months from the date of Signing of Agreement.

The Proposed Payment terms for the study are provided in the following table:

| Milestone No. | Task | Timeline (T – From date of Signing of Agreement) | % of Total Fee Payable |
|----------------------|--|---|-------------------------------|
| 1 | Inception Report | T+15days | 10% |
| 2. | Report on Regional Assessment | T+2 months | 20% |
| 3. | Review of existing Infrastructure and identification of Critical Infrastructure gaps | T+3months | 20% |
| 4 | Submission of Draft Report on Regional Development Plan of Krishnagiri district | T+4Months | 20% |
| 5. | Submission of Final Report on Regional Development Plan of Krishnagiri district | T+6Months | 30% |

The consultant shall submit six numbers of hard copies of the final reports and three numbers of hard copies of the other reports. Two soft copies of each reports/ presentation shall also be submitted to TIDCO.

SECTION 7
TECHNICAL AND FINANCIAL PROPOSAL - STANDARD FORMATS

- a. Technical Proposal submission form
- b. Format for Power of Attorney for authorized signatory
- c. Format for submission of information towards minimum eligibility criteria
- d. Format to demonstrate technical eligibility
- e. Format for providing experience of the consultant for technical evaluation
- f. Description of the methodology and work plan for performing the assignment
(With detailed work schedule)
- g. Team composition and task assignments
- h. Format of Curriculum Vitae of proposed professional staff
- i. Format for Performance security
- j. Format for Contract Agreement
- k. Format for Power attorney for Lead Member
- l. Format for Joint Bidding Agreement

A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From: (Name of Firm)
TIDCO)

TO: (Name and Address of

Sir/Madam,

Subject: TIDCO — **RFP for Selection of Consultant for Preparation of Regional Development Plan for Krishnagiri District**

Dear Sir,

1. With reference to your RFP Document dated, I/we, having examined all relevant documents and understood their contents, hereby submit our Technical Proposal for -----, The Proposal is unconditional and unqualified.

2. I/We agree to keep this offer valid for 180 days from the PDD (Proposal due date).

3. All information provided in the Proposal is true and correct and all documents accompanying such Proposal are true copies of their respective originals.

4. This statement is made for the express purpose of appointment as the Consultant for the aforesaid work.

5. I/We shall make available to the Client any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

6. I/We acknowledge the right of the Client to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever

7. We further certify that we have not been barred or blacklisted by the Central Government, any State Government, a Statutory Body, any Public Sector Undertaking or any Multi-lateral funding agency, as the case may be, from participating in any project or bid, and that any such bar, if any, does not subsist as on the proposal due date for this RFP.

8. I/We further certify that no investigation by a regulatory Client is pending either against us or against our Associates or against our CEO or any of our Directors or equivalent / Proposed Key Personnel for this assignment referenced to their official representation with us.

9. I/We declare that:

I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Client

- I/We do not have any conflict of interest in accordance with the terms of the RFP Document;
- I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for Proposal issued by or any agreement entered into with the Client or any other public sector enterprise or any government,

Central or State; and

- I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

10. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with clauses of the RFP document.

11. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Client which would cast a doubt on our ability to undertake the Consultancy for the Study or which relates to a grave offence that outrages the moral sense of the community.

12. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our affiliates.

13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Client [and/ or the Government of Tamil Nadu] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Study.

14. I/We agree and understand that the Proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right if Proposal is not opened or rejected.

15. In the event of our firm being selected as the Consultant, I/we agree to enter into a Contract in accordance with form 6K of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.

16. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.

17. If negotiations are held during the period of validity of the Proposal, we undertake to negotiate in accordance with the RFP. Our Proposal is binding upon us, subject only to the modifications resulting from negotiations in accordance with the RFP.

We understand you are not bound to accept any Proposal you receive

We remain,

Yours sincerely,

Authorized Signature: Name and Title of Signatory: Name of Firm

**B. FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED
SIGNATORY (to be submitted in original)**

We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr/Ms(name),son/daughter/wife ofand presently residing at.....who is presently employed with us/the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for RFP and submission of our bid for **RFP for Selection of Consultant for Preparation of Regional Development Plan for Krishnagiri District**, for the Tamil Nadu Industrial Development Corporation Ltd(TIDCO) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-proposal and other conferences and providing information/ responses to TIDCO, representing us in all matters before TIDCO, signing and execution of all contracts and undertakings consequent to acceptance of our bid, and generally dealing with TIDCO in all matters in connection with or relating to or arising out of our bid for the said Consultancy work and / or upon award thereof to us and /or till the entering into the Agreement with TIDCO.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2024

For

(Signature, name, designation, and address)

Witnesses:

1.

(Notarized)

Accepted

(Signature)

(Name, Title, and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate*

**C. FORMAT FOR SUBMISSION OF INFORMATION TOWARDS
ELIGIBILITY CRITERIA**

(To be filled, signed and attached)

DETAILED INFORMATION ABOUT THE CONSULTANTS

| S. No. | ITEMS | DETAILS | |
|---------------|--|---------------------------------|------------------------------|
| i) | Name of the Company | | |
| ii) | Legal Status | | |
| iii) | (a) Postal address of the Registered Office (b) Telephone no (s) (c) Fax no (s) (d) Website, (e) Email | (a) (b) (c) (d) (e) | |
| iv) | (a) Name of the authorized representative (b) Designation and postal address (c) Telephone | (a) (b) (c) | |
| v) | Date of incorporation of the company under the Companies Act | | |
| vi) | Registration Number (under the Companies Act) | | |
| vii) | Banker's Name and Address | | |
| viii) | Permanent Account Number (PAN) | | |
| ix) | GST details | | |
| x) | Annual turn over the Seven completed financial years | Financial Year | Annual Turn Over (Rs. Crore) |
| | | | |
| | | | |
| | | | |

Signature, Name & Designation of the Authorized Signatory

The following documents shall be provided to demonstrate eligibility

- Copy of registration certificate issued by the registrar of companies/firms
- Copy of GST Certificate
- Copy of audited Balance Sheet along with Profit and loss Account statement of

the firm for the last Seven financial years

- Auditor's certificate to verify the annual turnover for the last Seven financial years in the following format.

Certificate from the Auditor

This is to certify that (**NAME OF THE CONSULTANTS**) has received the payments shown above against the respective years on account of fees from consultancy services.

Name of the audit firm:

Seal of the audit firm:

Date

(Signature, name and designation of the authorized signatory)

D. FORMAT TO DEMONSTRATE TECHNICAL ELIGIBILITY

(To be filled, signed and attached)

Relevant Services Carried Out in the Last ten Financial Years

| S. No. | Period (from - To) | Name of the Assignment | Name of the Client | Location / Country | A brief description of the job | Date of completion of the assignment |
|--|--------------------|------------------------|--------------------|--------------------|--------------------------------|--------------------------------------|
| Experience in Urban and Regional Planning Project, especially Master Plan Preparation/Development plan Regional/Sub-Regional Plans in GIS format covering a minimum area of 250 sq km in India over the past ten (10) financial years ended 31.03.2024 | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| Experience in (ii) Experience in number of Detailed Master Planning of one Industrial Park project spread over a minimum area of 1000 acres anywhere in India over the past ten (10) years financial years ended 31.03.2024 | | | | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |

Signature of Authorized Representative of the bidder

Note:

Documents verifying the claim as per technical eligibility including the letter of successful completion from employer shall be provided for all projects listed above. The certificates enclosed as proof should show the project completion year/date clearly

**E. FORMAT FOR PROVIDING EXPERIENCE OF THE
CONSULTANT FOR TECHNICAL EVALUATION**

Relevant Services Carried Out in the ten Financial Years

(Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the major companies within an association, was legally contracted.)

| | | |
|---|---|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/entity (Profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff per Month: Duration of Assignment: |
| Start Date (Month/Year): | Compl etion Date (Month /Year) : | Approx. Value of Services (In Rs/ US\$): |
| Name of Associated Consultants, if any: | | No. of Months of Professional Staff, provided by Associated Consultants: |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed: | | |
| Brief Description of Consultancy work: | | |
| Description of Actual Services Provided by Your Staff: | | |

Note: Completion Certificates shall be submitted along with the reference.

**F. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT (WITH DETAILED WORK
SCHEDULE)**

G. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Key Staff

| S. No. | Name | Proposed Position | Summary of tasks to be performed in the assignment |
|--------|------|-------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |

2. Support Staff

| S. No. | Name | Proposed Position | Summary of tasks to be performed in the assignment |
|--------|------|-------------------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

The Consulting firm may deploy the additional staff as per requirement of the assignment for which there will be no extra financial implications for the Client and the cost of such additional staff is deemed to be included by the Consultant in their Financial Proposal.

H. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

| | | | | |
|--|------------------|----|---------|---------------|
| Photo of the Expert | 1.Name | | | |
| | 2.Position | | | |
| | 3. Date of Birth | | | |
| | 4.Education | | | |
| | From | To | Company | Position Held |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Years of Experience | | | | |
| Years of Experience Relevant to the proposed role | | | | |
| Brief Profile | | | | |
| Languages | | | | |
| Work Undertaken that Best Illustrates Capability to Handle the Task Assigned | | | | |

Name of Assignment of project:
Year: From: To:
Location: Client:
Main project features:
Positions held:
Activities performed:

Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Additionally, I also certify that I shall be available for the entire duration of the contract.

Signature of staff member

Date:

**I. FORMAT FOR PERFORMANCE SECURITY
(Not to be submitted with the technical bid)**

To
Managing Director
Tamilnadu Industrial Development Corporation Limited
19-A, Rukmini Lakshmipathi Salai,
Egmore,
Chennai – 600 008

In consideration of Tamil Nadu Industrial Development Corporation Limited TIDCO (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s, having its office at (hereinafter referred as the "Consultant" which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), vide the Client's Letter of Acceptance no. dated and the agreement to be executed for Rs. (Rupees), (hereinafter referred to as the "Agreement") Consulting Servicesand the Consultant having agreed to furnish a Bank Guarantee amounting to Rs. (Rupees) to the Client for performance of the said Agreement. We, (hereinafter referred to as the "Bank") at the request of the Consultant do hereby undertake to pay to the Client an amount not exceeding Rs. (Rupees)against any loss or damage caused to or suffered or would be caused to or suffered by the Client by reason of any breach by the said Consultant of any of the terms or conditions contained in the said Agreement. We, (indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Client stating that the amount/claimed is due by way of loss or damage caused to or would be caused to or suffered by the Client by reason of breach by the said Consultant of any of the terms or conditions contained in the said Agreement or by reason of the Consultant's failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. (Rupees). We, (indicate the name of Bank) undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment. We, (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Client under or by virtue

of the said Agreement have been fully paid and its claims satisfied or discharged or till the Client certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of Twelve (12) months from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter. We, (indicate the name of Bank) further agree with the Client that the Client shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Client or any indulgence by the Client to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Consultant(s). We, (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Client in writing. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. *** * (Rupees *****) only. The Bank shall be liable to pay the said amount or any part thereof only if the Client serves a written claim on the Bank in accordance with paragraph 2 hereof, on or before [*** (indicate date falling 365 days after the date of this Guarantee)].

For

Name of Bank: Seal of the Bank:

Dated, the day of, 2024

**J. FORMAT FOR AGREEMENT
(not to be submitted with the technical bid)**

This AGREEMENT ("**Agreement**") is executed at Chennai on this ___ ___ day of 2024 by and between

Tamilnadu Industrial Development Corporation Limited (TIDCO), PAN No:AAACT3409P (hereinafter will be referred as the "**Client**" which expression shall include their respective successors and permitted assigns) having their office at 19-A, Rukmini Lakshmipathy Salai Egmore, Chennai 600 008, is Party of First Part

and

M/s (Other Party name and details), PAN No:_____ (hereinafter will be referred to as the "**Consultant**" which expression shall include their respective successors and permitted assigns) having their office located at (Other party Office Address) is Party of Second Part

The above-mentioned parties of the FIRST and SECOND part, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS

(A) The Client floated tender for the _____ (details to be mentioned) _____ in the lands identified at (place of area to be mentioned) of Tamilnadu

(B) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Client that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the services to the Client on the terms and conditions as set forth in the Letter of Invitation and the Terms of Reference and this Agreement;

(C) The Client, on acceptance of the aforesaid proposal of the Consultant, awarded the assignment to the Consultant vide its Letter of Award dated _____ bearing number _____ (The letter of Award Details) (the "**LOA**"); and

(D) In pursuance of the LOA and RFP the consultant had provided Bank Guarantee on _____. The parties have agreed to execute this agreement for the better understanding.

NOW, THIS DEED WITNESSETH and the Parties do hereby agree as follows:

1. Set out below are the terms and conditions under which the Consultant has agreed to carry out for Client the below-mentioned assignment specified in the attached Terms of Reference.

2. For administrative purposes (Name of TIDCO Officer) has been assigned to administer the assignment and to provide Consultant with all relevant information needed to carry out the assignment. The services will be required in (Name of Project) for about 06 months, from the date of commencement of the assignment.
3. The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. In such a case, every effort will be made to give you, as early as possible, notice of any changes.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Description of Services.
5. This Agreement, its meaning and interpretation and the relation between the parties shall be governed by the laws of Union of India
6. This Agreement will become effective upon confirmation of this agreement on behalf of the Consultant (i.e. on _____) and will terminate on (06 months from the date of commencement of the assignment) , or such other date as mutually agreed between the Client and the Consultants or till the date of completion of the assignment.
7. Payments for the services will not exceed a total amount of Rs. _____ (in words) inclusive of GST. (The "Agreement Value"). The Client will pay the Consultant, within 3 (three) weeks of receipt of invoice after approval of the report, which is as follows:

Amount Currency: ₹ _____

The above remuneration includes all the costs related to carrying out the services, including overhead and any taxes imposed on Consultants.

The terms of payment of the Agreement Value shall be as follows:

(The Payment upon deliverables should be mentioned)

8. The Consultants will be responsible for appropriate insurance coverage. In this regard, the Consultant shall maintain workers compensation, employment liability insurance for their staff on the assignment. The Consultants shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of the Consultants or its staff. The risks and the coverage shall be as follows:
 - (a) Third Party liability insurance with a minimum coverage of Value of assignment
 - (b) Professional Indemnity insurance, with a minimum coverage of Value of assignment
 - (c) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant

- provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
9. The Consultants shall also indemnify and hold harmless the Client against any and all claims with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims, demands, and/or judgments of any nature brought against the Client arising out of gross negligence of the Consultants in the provision of services under this Agreement. The liability of the Consultants under any circumstance shall not exceed one time of the Agreement Value or fee paid to the Consultant, whichever, is lesser. However, this limitation on liability shall not apply to the losses or damages caused on the Consultant's fraud or wilful misconduct and liability in this case shall be actual as determined by the Good Industry Practice/Applicable law. The obligation under this paragraph shall survive the termination of this Agreement.
 10. The Consultants shall mobilize the key personnel as per the details provided in (the Section/annexure according to RFP). Team composition and Task Assignment under (the Section/annexure according to RFP). The Consultants shall meet the Client with all the key personnel, as proof of mobilization and commence the Services from the date of signing the Agreement. Failing to comply with this will be considered as non-mobilization of key personnel and the Client reserves the right to cancel the consultancy work as non-mobilization of key personnel.
 11. The Performance Security (Bank Guarantee) will be released to the Consultant after 120 days upon reviewing that the consultant has successfully completed the assignment. The validity of performance security shall be extended in accordance with the extension of Agreement Period. If the project is not completed within the scheduled time, then the Consultant shall extend the validity of the Performance Security (Bank Guarantee) for the required period as informed by client, failing which the Performance Security shall be forfeited.
 12. The Client shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Consultant in the event of a breach of the work assigned in the RFP and the finalized Agreement.
 13. All plans, drawings, specifications, designs, reports, and other documents or software submitted by the Consultants in the performance of the services shall become and will remain the property of the Client. The Consultants may retain a copy of such documents but shall not use them for purposes unrelated to this Agreement without the prior written approval of the Client.
 14. The Consultant shall undertake to carry out the assignment in accordance with the highest standard protocol of professionalism, ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that

the staff assigned to perform the services under this Agreement, will also conduct themselves in an appropriate manner consistent herewith.

15. The Consultant will not assign this Agreement or sub-contract or any portion of it without the Client's prior written consent.

16. The Consultants shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

17. The Consultants also agree that all knowledge and information which is not specified within the public domain, which may be acquired to carry out this Agreement, over the course of time shall be, for all time and for all purposes, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission. Confidential information does not include any information which:

- i) is rightfully known to the recipient prior to its disclosure;
- ii) is independently developed by the recipient without use of or reliance on confidential information or
- iii) later becomes publicly available without violation of this agreement or may be lawfully obtained from a third party; or
- iv) where recipient is ordered by a judicial authority to disclose confidential information.

18. REQUEST FOR PROPOSAL AS PART AND PARCEL:

The RFP and the Proposal are incorporated and the same shall be read as part & parcel of this agreement. Consultant shall be obligated to meet all specifications described in the RFP and the Proposal pertaining to the Work and any written clarification thereto accepted by Client; provided, however, that in the event an express provision of this Agreement is in conflict with any provision of the RFP and/or the Proposal, this Agreement shall govern and control unless Client determines in writing that the provision in the RFP and/or the Proposal offers a higher level of service to Client than indicated in the conflicting provision of this Agreement, in which case such provision in the RFP and/or Proposal shall govern and control.

19. TERMINATION:

This Agreement may be terminated by either Party as per provisions set up below:

I. By the Client:

- a) The Client may terminate this Agreement at least thirty (30) calendar days written notice of termination to the Consultant on of the following;
 - i) If the consultant fails to deliver the said job within the stipulated time of 06 months.
 - ii) In the event of non-performance/ or unsatisfactory performance delivered by the Consultant

- iii) If the consultant has been found to have made any false or fraudulent declaration or statement to get the Agreement or he is found to be indulging in unethical or unfair practices.
 - iv) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension;
 - v) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
 - vi) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings;
 - vii) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement;
-
- b) If the Consultant fails to confirm the availability of Key Experts as required as per ToR. Furthermore, if the Client determines that the Consultant has engaged in Fraud and Corruption in competing for or in executing the Agreement, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Agreement.
 - c) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;

II. By the Consultant:

The Consultant may terminate this Agreement, by not less than thirty (30) calendar days written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause.

- a) If the Client fails to pay any money due to the Consultant pursuant to this Agreement and is not subject to the dispute within forty-five (45) calendar days after receiving written notice from the Consultant that such payment is overdue.
- b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days.
- c) If the Client fails to comply with any final decision reached as a result of arbitration.
- d) If the Client is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

20. CESSATION OF SERVICES:

- a) Upon termination of this Agreement by notice of either Party to the other, the Consultant shall, immediately upon dispatch or receipt of such notice, take all

necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a bare minimum. Upon termination of this Agreement, the Client shall make the payments to the Consultant for Services satisfactorily performed prior to the effective date of termination.

- b) The Consultant agrees that, during the course of this Agreement and after its termination, the Consultant and any other entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any future project resulting from or closely related to the services.

21. FORCE MAJEURE:

If, at any time, during the pendency of the contract, the performance in whole or in part, by either party is prevented or delayed by war, strike, riot, crime or due to any act of God such as hurricane, flooding, earthquake, volcanic eruption beyond the control of both the parties such as war, strike, insurrection, riot, earthquake, storm, flood, fire which are beyond the control of either party (hereinafter referred to as 'eventualities'), then provided notice of the happening of any such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party shall by reason of such eventuality be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance and work under this contract shall be resumed as soon as practicable after such eventuality has come to an end or ceased to exist and the decision of TIDCO as to when the work has to be resumed shall be final and conclusive. The time of completion shall then be extended by a period equal to the period during which the eventuality was prevailing. In case of persisting delay of more than 60 days both the parties may consult each other and arrive at an appropriate decision regarding continuation or otherwise of the Contract.

22. DELAY IN THE SERVICES:

In the event of delays in submission of the deliverables on Timeframe prescribed for the proposed Deliverables, a penalty will be levied at the rate of 0.05% of the Awarded Lump sum Fees per week or part thereof of delay, subject to a maximum of Ten Percent 10% of the Awarded Lump sum Fees.

23. Conflict Of Interests:

- a) The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

- b) Consultant Not to Benefit from Commissions, Discounts, etc.: The payment of the Consultant shall constitute the Consultant's only payment in connection with this Agreement, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that the Experts and agents of them, similarly shall not receive any such other additional payment.
 - c) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the TT Act, and shall at all times exercise such responsibility in the best interest of the Client. Consultant and Affiliates Not to Engage in Certain Activities: The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Consultant's Services for the preparation or implementation of the Project.
 - d) Prohibition of Conflicting Activities: The Consultant shall not engage, and shall cause its experts not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Agreement.
 - e) Strict Duty to Disclose Conflicting Activities: The Consultant has an obligation and shall also ensure that its Experts shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Client, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Consultant or the termination of its Agreement.
24. **Confidentiality:** Except with the prior written consent of the Client, the Consultant, and the Experts shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Experts make public the recommendations formulated in the course of, or as a result of, the services.
25. **Accounting, Inspection, and Auditing:** The Consultant shall keep accurate and systematic accounts and records in respect of the Services and in such form and detail as will clearly identify relevant time changes and costs. The Consultant shall permit, the Client and/or persons appointed by the Client to inspect the Site and/or all accounts and records relating to the performance of the Agreement and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Client if requested by the Client.

26. SETTLEMENT OF DISPUTES:

- A. Amicable Settlement:** The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

B. Any dispute arising out of the Agreement, which cannot be amicably settled between the Parties, shall be referred to adjudication/arbitration in accordance with the Arbitration & Conciliation Act 1996. The place of arbitration shall be in Chennai.

C. Miscellaneous. In any arbitration proceeding hereunder:

- a) Proceedings shall, unless otherwise agreed by the Parties, be held in Chennai.
- b) The English language shall be the official language for all purposes;
- c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in a court of competent jurisdiction (Chennai), and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

Place:

Date:

Thiru. _____

Thiru. _____

(Signature on behalf of Client)

(Signature on behalf of Consultant)

LIST OF ANNEXES TO CONTRACT AGREEMENT

Annex A: Terms of Reference

Annex B: Consultants Personnel (List of Key personnel and support staff with monthly remuneration details)

Annex C: Consultants Reportings Obligations

Annex D: Cost of the assignment with break up

FORMAT K
FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM¹

Whereas the ("the Client") has invited Bids from interested parties for the Project (the "Project").

Whereas,,,and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,having our registered office at, M/s. having our registered office at, M/s. having our registered office at, and having our registered office at, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders' and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Client, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Agreement is entered into with the Client.

¹ To be submitted in original.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For
(Signature)
.....
(Name & Title)

For
(Signature)
.....
(Name & Title)

For
(Signature)

Witnesses:

- 1.
- 2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.*

FORMAT L FOR JOINT BIDDING AGREEMENT

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20....

AMONGST

1. Limited, a company incorporated under the Companies Act, 2013[¥] and having its registered office at (hereinafter referred to as the "**First Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "**Second Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act, 2013 and having its registered office at (hereinafter referred to as the "**Third Party**" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND AND THIRD PARTY are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

- (A) Tamilnadu Industrial Development Corporation (TIDCO), represented by its Chairman & Managing Director and having its principal offices at 19-A, Rukmini Lakshmipathi Salai, Egmore, Chennai - 600 008, INDIA (hereinafter referred to as the "Client" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No. dated (the "RFP") for **Selection of Consultant for Preparation of Regional Development Plan for Krishnagiri District**

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid

A Bidder who is registered abroad may substitute the words, viz "a company registered under the Companies Act, 2013" by the words, viz "a company duly organised and validly existing under the laws of the jurisdiction of its incorporation". A similar modification may be made in Recital 2, as necessary.

documents in respect of the Project, and

- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

4. Joint and Several Liabilities

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

5. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;

- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

6. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the execution of the Project is achieved under and in accordance with the Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the Bid Security by the Client Authority to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Transaction Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SECOND PARTY

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PARTY

(Signature)

(Name)

(Designation)

(Address)

In the presence of:

1.

2.

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Client to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.